

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

BHMSD Childcare has put in place preventative measures to reduce the spread of COVID-19; however, we **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. BHMSD Childcare has made an informed decision about preventative measures from such bodies as the CDC, State and local government, and amongst other agencies, the Indiana State Department of Education. That being said, all of our preventative measures which include but are not limited to hand washing requirements, sanitation requirements, mask wearing in certain circumstances, and other such measures cannot be exhaustively listed in this document but BHMSD Childcare is making its best effort to protect all individuals involved from risk of contracting COVID-19. Should you have further questions about specific measures that BHMSD Childcare has put in place, please contact us at your convenience. Further, **attending the BHMSD Childcare could increase** your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the BHMSD Childcare and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the BHMSD Childcare may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BHMSD employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the BHMSD Childcare or participation in BHMSD Childcare programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the BHMSD Childcare its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the BHMSD Childcare, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any BHMSD Childcare program.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participant(s)